

**MEMORANDUM OF AGREEMENT
BETWEEN:**

**EDMONTON POLICE COMMISSION ("EPC")
AS REPRESENTED BY THE CHIEF OF THE EDMONTON POLICE SERVICE
("EPS")**

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY THE ROYAL CANADIAN MOUNTED POLICE
("RCMP")**

**Regarding Deployment of EPS Police Officers to Assist the RCMP
in Policing the Freedom Convoy Canada Unity Rally in Ottawa**

WHEREAS on January 28, 2022, the Freedom Convoy Canada Unity ("Rally") arrived in Ottawa, Ontario and remains ongoing;

AND WHEREAS Ottawa Police Service ("OPS") remains the police of jurisdiction in Ottawa;

AND WHEREAS the RCMP is currently, pursuant to a Memorandum of Agreement dated February 10, 2022, assisting OPS in policing the Rally in Ottawa;

AND WHEREAS the Governor in Council declared a public order emergency under the *Emergencies Act* on February 14, 2022;

AND WHEREAS the Governor in Council issued the *Emergency Measures Regulations*, SOR/2022-0021, on February 15, 2022;

AND WHEREAS the EPS and the RCMP wish to enter into an agreement whereby the EPS second officers to the RCMP to support the RCMP in assisting OPS and enforcing the *Emergency Measures Regulations* in Ottawa;

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

- 1.1 **"City of Ottawa" or "Ottawa"** means the geographical area of the municipality of Ottawa;
- 1.2 **"Incident Commander (OPS)"** means the OPS officer who has overall operational control of the Rally;
- 1.3 **"Incident Commander (RCMP)"** means the RCMP officer who has operational control of the RCMP's protective mandate;

- 1.4 **“Integrated Public Affairs Team”** means a team of communication and media professionals representing the police services involved in the integrated planning for the Rally whose purpose is to ensure accurate, timely, consistent, and transparent messaging through various mediums to the public;
- 1.5 **“Memorandum of Agreement”** or **“MOA”** means this legally binding agreement between the EPS, and the RCMP relating to the secondment and deployment of members of the EPS to assist the RCMP with the Rally;
- 1.6 **“Overtime”** means time continuously spent on duty of at least 30 minutes’ duration beyond a member’s normal hours of duty on any shift and shall be calculated to the nearest hour or half hour, or otherwise as defined in the collective agreement of the RCMP;
- 1.7 **“Party”** means the EPS or the RCMP;
- 1.8 **“Receipt”** means an original receipt and does not include a copy;
- 1.9 **“Seconded”** means the EPS police officer deployed to assist the RCMP in Ottawa during the Rally under this MOA; and
- 1.10 **“Services”** means the services of the EPS in assisting the RCMP in Ottawa during the Rally, any counter-rally, or in any context related thereto occurring in Ottawa.

2 AUTHORITY

- 2.1 This MOA is entered into by the Deputy Commissioner of the RCMP under the authority of section 5 of the *RCMP Act* and the *Ministerial Directive on RCMP Agreements*.
- 2.2 This MOA is entered into by the Chief of Police of the EPS under the authority of section 41 of Alberta’s *Police Act*.

3 RESPONSIBILITIES OF THE EPS

- 3.1 The EPS agrees to deploy to Ottawa the EPS police officers listed by name and rank in Appendix “A”.
- 3.2 The initial deployment is for 21 police officers; however, the EPS and RCMP Representatives or their delegates may agree in writing to vary the total number and listing of officers in Appendix “A” at any time, as provided for below, without formally amending the MOA.
- 3.3 The EPS will ensure that the EPS officers deployed to provide Services under this MOA will provide receipts for all related costs and provide same to the RCMP to the level of detail required by the RCMP.
- 3.4 The EPS members will follow directives issued by the RCMP concerning deployment.

- 3.5 The EPS members will familiarize themselves with, and be knowledgeable of operational plans provided by RCMP and/or OPS.
- 3.6 The EPS will provide and attach to this MOA as Appendix "B", an inventory of police officer munitions. Appendix "B" may be updated on agreement in writing by the EPS and RCMP Representatives or their delegates at any time, as provided for below, without formally amending the MOA.
- 3.7 The EPS will ensure that all firearms are legally stored while in Ottawa, in accordance with RCMP policy and all applicable legislation.
- 3.8 The EPS will ensure that EPS officers in the provision of Services produce to the RCMP, at the conclusion of the Services, copies of any and all event-generated notes, reports or other documentation. The RCMP shall archive all notes, reports or other documentation referred to above in accordance with RCMP policy.
- 3.9 The information collected by the Parties under this MOA will be maintained and disclosed in accordance with the law that applies to record retention and personal information. In the case of the RCMP, this includes the *Privacy Act*, the *Access to Information Act* and the Treasury Board's *Policy on Government Security*; and in the case of the EPS, this includes the *Freedom of Information and Protection of Privacy Act*.
- 3.10 All records containing information collected by, provided to, compiled by or otherwise obtaining by or coming into the possession of EPS officers seconded under this MOA, in the course of the operation of this MOA, are understood by the Parties to be in the custody and under the control of the RCMP for the purposes of responding to requests for such records as may be received pursuant to access to information legislation.
- 3.11 Notwithstanding the above, at any time, at the request of a senior EPS officer, the RCMP shall allow that officer access to the records described above, to the extent required by the EPS for operational or administrative reasons.

4 RESPONSIBILITIES OF THE SECONDEE

- 4.1 The Seconded shall remain a member of the EPS during the secondment, and shall continue to be entitled to their regular rate of pay and be eligible for applicable work-related benefits, including promotional opportunities and work-related insurance programs.
- 4.2 The Seconded shall neither become a member nor an employee of the RCMP or Canada, and will return to duty with the EPS at the end of the secondment.
- 4.3 The Seconded shall accept an appointment as a supernumerary special constable under the *RCMP Act* designated with peace officer powers thereunder. Nothing in this agreement limits the right of the RCMP to revoke the appointment at any time.

- 4.4 The Seconded shall carry out all the duties necessary to achieve the objectives of this MOA, in accordance with applicable Government of Canada and RCMP policies and procedures.
- 4.5 The Seconded shall:
- a) keep confidential, at all times, any information and/or documents that are classified and/or confidential and/or contain personal information disclosed pursuant to this MOA;
 - b) only disclose such information and/or documents for purposes of carrying out their duties;
 - c) return such documents to the RCMP at the end of their secondment; and
 - d) not disclose such information and/or documents to any person or organization, except with the express prior written consent of the RCMP, or unless required by law. The Seconded shall, where possible, provide notice to the RCMP before any such disclosure required by law.
- 4.6 All Secondeds at all time during deployment will identify themselves to the public as members of the EPS.
- 4.7 Public complaints against the Seconded remain governed by Alberta law.
- 4.8 By signing Appendix "C", the Seconded accepts their deployment to Ottawa to assist the RCMP pursuant to the terms of this MOA.

5 RESPONSIBILITIES OF THE RCMP

- 5.1 The RCMP will provide a copy of any operational plans to the EPS officers.
- 5.2 The RCMP will provide Rally site familiarization and orientation for EPS officers.
- 5.3 The RCMP will provide for Secondeds to be appointed as supernumerary special constables with peace officer powers under the *Royal Canadian Mounted Police Act* for the purpose of carrying out their duties under this MOA.
- 5.4 The RCMP will schedule briefings for all EPS officers as to any developments with an operational implication.
- 5.5 The RCMP will provide information and updates to the EPS in a timely manner.
- 5.6 The RCMP will arrange for the provision of emergency medical services required by EPS officers during the provision of Services.

6 TERM AND TERMINATION

- 6.1 This MOA comes into effect on February 14, 2022, regardless of the date of its execution, and, unless terminated earlier, continues in full force and effect until the Rally and any related protests ends and the Parties agree the Services are no longer necessary.
- 6.2 This MOA is subject to termination by either Party at any time in writing.

7 EXPENSES

- 7.1 The EPS shall remain responsible to pay the Seconded their regular rate of pay including all overtime. The EPS shall continue, during the secondment, to provide the Seconded with applicable work-related benefits, and pay its contributions and retain the Seconded's contributions to the applicable work-related benefits, including those related to health, disability, life insurance, accidental death and dismemberment, and pension
- 7.2 The RCMP will reimburse the EPS for any justifiable and reasonable expenses associated with the Services provided. For greater certainty, the RCMP will, subject to all terms in this MOA, provide reimbursement for the following:
- a) meals while in transit;
 - b) travel;
 - c) accommodations;
 - d) fuel;
 - e) equipment and vehicle rentals;
 - f) salary;
 - g) claimed overtime;
 - h) benefits; and
 - i) supplies.
- 7.2.1 For greater certainty, the EPS will provide the RCMP with a proposed list of all anticipated expenses that will be incurred by the EPS. The proposed list of expenses will be submitted to the RCMP prior to March 31, 2022.
- 7.2.2 Any extraordinary expenses or equipment or supply purchases to be claimed by the EPS will require preapproval by the RCMP. "Extraordinary expenses" are those expenses that are beyond the reasonable and regular costs associated with the Services provided.

- 7.3 The EPS will invoice the RCMP, and the RCMP will pay the EPS, on a cost recovery basis, for salaries (including overtime expenditures as a result of unavoidable staffing backfills), benefits, and expenses.
- 7.4 The EPS shall invoice the RCMP no later than 2 months after the public order emergency expires or is revoked by forwarding invoices to: Gail Blondin, Manager Finance & Administrative Services, National Division; Gail.Blondin@rcmp-grc.gc.ca.
- 7.5 Invoices will be supported by a report setting out costs attributable to each deployed officer including the following details:
- a) deployed person's full name, rank, and police identification number;
 - b) deployment dates;
 - c) hours worked as approved and confirmed by the RCMP;
 - d) the cost of salary derived from regular hours the officer would have worked at their home unit during the deployment period;
 - e) the cost of overtime and extra pay entitlements, as evidenced by appropriate calculations and documents (applicable pay rate, overtime rate, extra pay rates, applicable pay and benefits schedules, certified home unit schedules, and records necessary to verify unavoidable staffing backfill for Seconded);
 - f) itemized peripheral expenditures supported by receipts and authorizing documentation as required by sections 7.2.2, 8.1.1, 8.1.2, and 8.1.3; and
 - g) EPS clerical/administrative contact person's name and telephone number (to provide for quick resolution of questions/issues).
- 7.6 The EPS understands and agrees that the RCMP may seek reimbursement from OPS for any reimbursement paid to EPS under this MOA. Therefore, the EPS agrees that this MOA as well as any relevant records regarding reimbursements paid to EPS may be shared with OPS for that limited purpose. For clarification, the RCMP's reimbursement obligations to EPS remain unchanged by any separate agreement between RCMP and OPS or the latter's failure to reimburse the RCMP.

8 TRAVEL AND ACCOMMODATION

- 8.1 The RCMP will provide the following items and make the following arrangements:
- 8.1.1 Travel: Air transportation from Edmonton to Ottawa and returning thereto, as well as vehicle transportation while in Ottawa.
 - 8.1.2 Meals: The RCMP will be responsible for making arrangements to ensure meals are provided to EPS officers who are in the City of Ottawa and providing the Services as set out under this MOA. If a EPS officer does not receive a meal as

entitled under this section, the RCMP will be responsible for any costs, supported by receipts or applicable per diem rates, that the EPS incurs as a result.

8.1.3 Accommodations: While in the City of Ottawa, accommodations will be provided to the EPS officers, at the cost of the RCMP, at a facility predetermined by the RCMP.

8.2 Expenses are only reimbursable to the extent they are in accordance with the Treasury Board of Canada Secretariat/National Joint Council Travel Directive and allowance rates (www.njc-cnm.gc.ca/s3/en) in effect at the time of the deployment.

8.3 The RCMP will not be responsible for any increase in costs related to a EPS officer traveling to or from Ottawa where such increase in cost is attributable to the EPS officer for reasons not directly related to the provision of Services as set out in this MOA.

9 WORKPLACE HEALTH AND SAFETY

9.1 The EPS and/or the EPC will remain responsible for administering and paying (without reimbursement under this MOA) for any and all claims related to any injury, disability, or death that may befall the Seconded during the secondment, including costs related to workers' compensation, regardless of who was designated responsible.

9.2 The Seconded shall provide both the EPS and the RCMP with notice forthwith of any employment-related injuries arising from the secondment for which they are seeking compensation.

10 LEGAL PROCEEDINGS AND INDEMNIFICATION

10.1 Each of the EPS, EPC and the RCMP will provide notice of any tribunal or legal proceedings, including without limitation criminal or civil proceedings, Coroner's inquests, or Board or Commission of Inquiry, which may impact upon the other Party or its members.

10.2 The Parties agree to co-operate to the extent possible in any such proceeding.

10.3 All direct costs incurred by a EPS officer arising from duties associated with the Rally with respect to a tribunal or legal proceeding, including without limitation criminal or civil proceedings, Coroner's inquests, or Board or Commission of Inquiry, shall be borne by the RCMP, including reimbursement for legal costs including without limitation costs for representation, provided that the Seconded acted in good faith, did not act against the interests of the RCMP, and acted within the scope of their duties or course of employment.

10.4 The RCMP will indemnify the Secondeds, the EPS, EPC, the City of Edmonton, and all of their employees for and against all damages, costs, disbursements, interests, losses, or expenses incurred as a result of third-party claims (including cross claims and counter claims), demands, causes of action, actions, proceedings, or inquiries arising from, or caused by, the conduct of the Seconded while carrying out their duties

under this MOA, provided that the Seconded acted in good faith, did not act against the interests of the RCMP, and acted within the scope of their duties or course of employment.

11 COMMAND AND CONTROL REPORTING

- 11.1 Operational commands will be issued to the deployed EPS officers through the Incident Commander (OPS) and/or Incident Commander (RCMP).
- 11.2 The RCMP will provide the EPS with any applicable operational plan, major event policy, and public order unit policy prior to the deployment.
- 11.3 An RCMP senior officer will be identified to liaise with the deployed EPS senior officer for administrative issues affecting the EPS.
- 11.4 The deployment of the EPS officers will be determined by the RCMP. Once deployed, the EPS senior officer will be responsible for the control and direction of EPS officers.
- 11.5 Operational issues or concerns affecting the EPS officers shall be communicated as soon as possible through the appropriate Incident Commander.

12 TRAINED PERSONNEL

- 12.1 Only EPS officers who are in compliance with any training required for deployment and use of force shall be seconded by EPS to RCMP for deployment under this MOA.

13 MEDIA RELATIONS

- 13.1 Media relations involving the Rally will be the responsibility of the Rally Integrated Public Affairs Team. In the event of specific requests for media access made to the EPS, the EPS agrees to consult with the Integrated Public Affairs Team.

14 NOTICES

- 14.1 Notices under this MOA shall be in writing and sent by personal delivery or electronic mail ("email").
- 14.2 Notices by personal delivery or email shall be deemed to have been received at the time of delivery or transmission.
- 14.3 Notices to the Parties shall be sent to the following addresses:

Royal Canadian Mounted Police
Deputy Commissioner, Federal Policing
Michael Duheme
73 Leikin Drive
Ottawa, ON K1A 0R2
Email: Michael.Duheme@rcmp-grc.gc.ca

Edmonton Police Service and Edmonton Police Commission

Chief of Police Dale McFee

9620 - 103A Avenue

Edmonton, Alberta T5H 0H7

Email: dale.mcfee@edmontonpolice.ca

The Parties may designate in writing to each other a change of address at any time.

15 REPRESENTATIVES

- 15.1 The RCMP Representative for responding to requests is Deputy Commissioner of Federal Policing Michael Duheme or his delegate.
- 15.2 The EPS Representative for responding to requests is Chief of Police Dale McFee or his delegate.
- 15.3 Each Party may designate a different representative or delegate by written notice to the other Party.

16 AMENDMENTS

- 16.1 This MOA may be amended in writing on consent of the Parties.
- 16.2 Appendix "A" and Appendix "B" may be revised at any time during the term of the MOA, and requires only the consent of the RCMP and EPS Representative or their delegates. Revised copies of Appendix "A" and "B" will be distributed for the Parties' records.

17 GOVERNING LAW

- 17.1 This MOA and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws applicable therein. The Parties agree that the Courts of Alberta have jurisdiction to entertain any action or other legal proceedings based on any provision of this MOA.
- 17.2 Nothing in this MOA shall be construed as replacing or amending any obligation to which the Parties are bound or required to perform by law.

18 DISPUTE RESOLUTION

- 18.1 The Parties are committed to working together in a cooperative manner and recognize that this requires a commitment of time and energy. In the event of a dispute arising from the interpretation or operation of this MOA, it will be referred to the Parties' representatives identified this MOA, to resolve the matter amicably.

19 EXECUTION

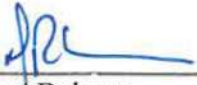
19.1 This MOA may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

20 ENTIRE AGREEMENT

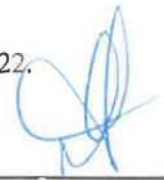
20.1 This MOA, including its Appendices constitutes the entire agreement between the Parties. There are no other agreements, understandings, representations or warranties, either collateral, oral or otherwise.

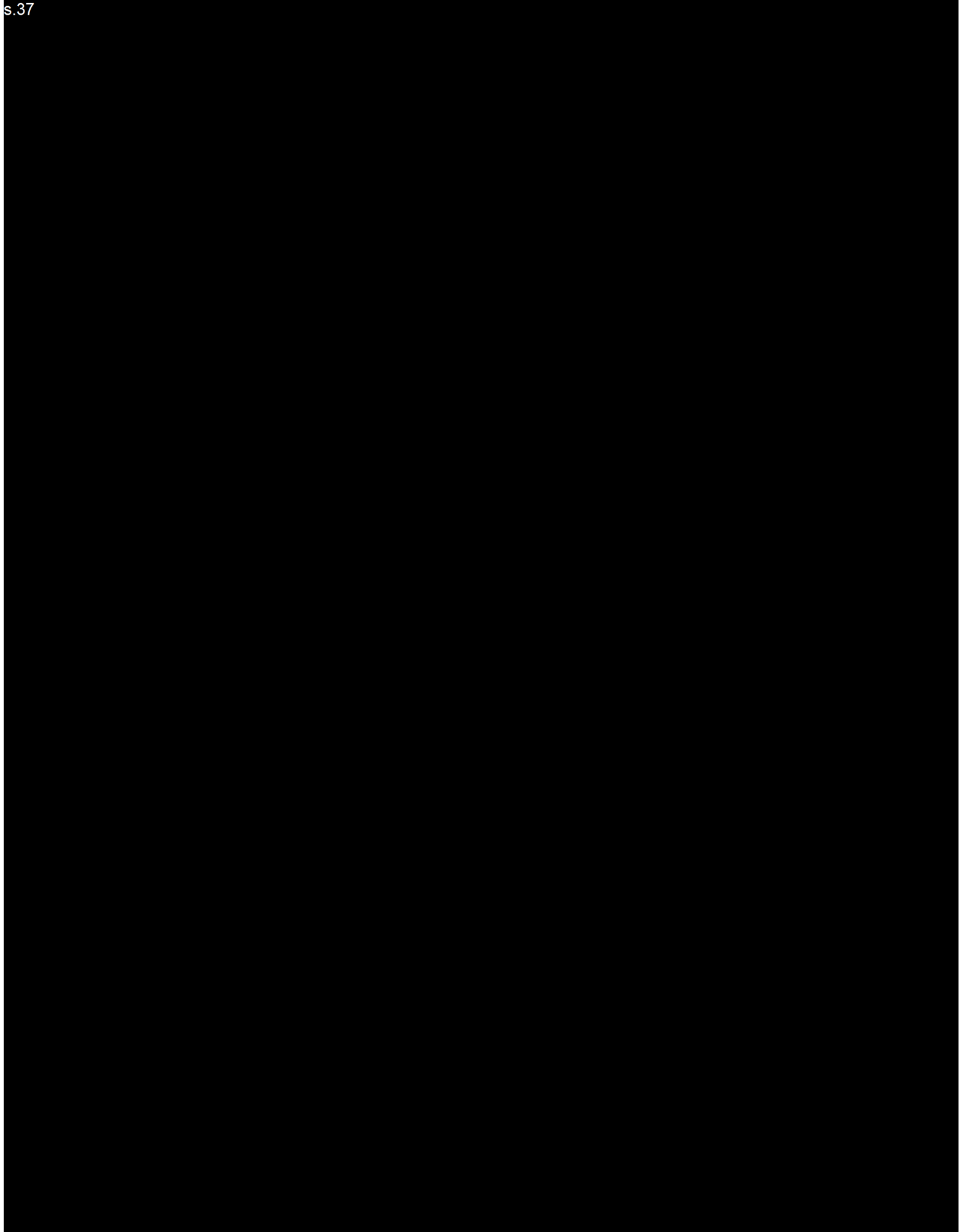
IN WITNESS WHEREOF the Parties have executed this Memorandum of Agreement.

DATED AT Ottawa, Ontario this 11th day of March, 2022

Per: 
Michael Duheme
Deputy Commissioner, Federal Policing
Royal Canadian Mounted Police

DATED AT Edmonton, Alberta this 8th day of March 2022.

Per: 
Chief of Police Dale McFee
On behalf of Edmonton Police Service and
Edmonton Police Commission



Appendix “B”
List of Secondees’ Munitions

Nil

